IN THE

Supreme Court of the United States

October Term, 1971
Misc. No. .....

GUY N. STAFFORD,

Petitioner,

vs.

N.A.A. EMPLOYEES FEDERAL CREDIT UNION, J. A. BROWN, H. J. BROWN, V. E. BOVEE,

Respondents.

RESPONDENTS' BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI.

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SUBJECT INDEX

Page

Statement of Facts 1

Argument 6

I.

Petitioner Has Not Been Denied Due Process 6

II.

Courts Take Judicial Notice of Their Own Records 8

Conclusion 10

TABLE OF AUTHORITIES CITED

Cases — Page

Beck v. Washington, 369 U.S. 541, 82 S. Ct. 955, 8 L. Ed. 98 7
Coburn Oil C. v. Russell, 136 Cal. App. 2d 165, 288 P.2d 305 10
Corrigan v. Buckley, 271 U.S. 323, 46 S. Ct. 521 6
Gryger v. Burke, 334 U.S. 728, 68 S. Ct. 1256, 92 L. Ed. 1683 7
Howard v. Kentucky, 200 U.S. 164, 26 S. Ct. 189 6
Kelly v. Johnston (1940) 111 F. 2d 613, cert. den. 61 S. Ct. 710, 312 U.S. 691, 85 L. Ed. 1127, rehear. den. 61 S. Ct. 803, 312 U.S. 715, 85 L. Ed. 1145 9
Neblett v. Carpenter, 305 U.S. 297, 59 S. Ct. 170 6
Savage v. U. S. District Court for Southern District of California, Central Division (1944) 144 F. 2d 575 9
Stafford, Application of, 160 Cal. App. 2d 110, 324 P.2d 967 11
Stafford v. Russell, 128 Cal. App. 2d 794, 276 P. 2d 41 10
Tracy v. Ginzburg, 205 U.S. 170, 27 S. Ct. 461 6
United States v. California Cooperative Canneries (1929) 279 U.S. 553, 49 S. Ct. 423, 73 L. Ed. 838 9
Walker v. Dorn (1966) 240 Cal. App. 2d 218, 49 Cal. Rptr. 362 9

Statute

United States Constitution, 14th Amendment 6

Textbook

Witkin, California Evidence, 2nd Ed., Sec. 501, p. 472 9

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Statement of Facts.

Petitioner, having failed to recite the facts leading up to the State litigation, the following summary of facts is necessary. In 1964 Guy A. Stafford and Juanita Stafford (son and daughter-in-law of Petitioner) hereinafter referred to as the Staffords, owned a partial interest in a 35-unit apartment house in Torrance, California. This property (which is the subject of this Petition) was encumbered by a first trust deed to Pioneer Savings and Loan Association in the sum of approximately $240,000.00. In October, 1964 the Staffords obtained a loan from Respondent, N.A.A. Employees Federal Credit Union, hereinafter referred to as N.A.A. in the sum of $54,692.00, secured by a second Trust Deed on the property. Petitioners son was a member of the Credit Union and he applied

for the loan "to buy partners interest in the apartment building. Purchase additional furniture." The note and second trust deed from the Staffords to N.A.A. was recorded November 6, 1964.

The Staffords defaulted in payments on both the first and second trust deeds and N.A.A. commenced foreclosure proceedings in December of 1965. A foreclosure sale was held by the trustee about May 11, 1966 and the property was purchased at such sale by N.A.A. for $62,000.00 which was the approximate balance then due on its note and trust deed. N.A.A. had been making payments on the first trust deed in order to avoid foreclosure on that superior encumbrance. A trustee's deed from the trustee to N.A.A. was dated May 11, 1966 and was recorded, foreclosing the Staffords' interest in the property.

At this point N.A.A. ran afoul of the Petitioner, hereinafter referred to as Stafford, one of the most notorious chronic *pro per* litigants in California jurisprudence. He occupied a small apartment in the property and he refused either to pay the rent of $95.00 per month or to move from the premises. He claimed that his son had verbally agreed to let him live on the premises for the rest of his life rent free. The son never confirmed this. N.A.A. commenced an unlawful detainer action in the Municipal Court in Torrance, California to recover possession of the apartment. Stafford answered *in Pro Per* claiming, among other things, that the foreclosure was illegal and the trustee's deed did not therefore convey good title to N.A.A. This case had a full trial on July 19, 1966 and judgment was in favor of N.A.A., the court holding the trustee's deed of May 11, 1966 to be valid. Stafford appealed this judgment to the Appellate Department of the Superior

Court in Los Angeles and the judgment was affirmed in December 1966 and his petitions for rehearing and for certification to the District Court of Appeal were denied. The judgment is final.

In June 1966 Stafford filed the first of his Superior Court actions, Case No. 886133, involving this property against N.A.A. and others. The complaint was filed *in Pro Per* and sought approximately one million dollars in damages and again claimed that the foreclosure by N.A.A. was invalid. This action resulted in a judgment of dismissal against Stafford. He took no appeal from this judgment, but instead on December 2, 1966, he filed a new case *in Pro Per* in the Los Angeles Superior Court, Case No. 900109, based on similar facts, against the same parties, he then alleged the additional fact that on July 4, 1966 (approximately 2 months after the foreclosure by N.A.A.), his son and daughter-in-law had quit claimed their interest in the property to him and asked, among other things, to quiet his title, plus the damages.

Then, for no apparent reason, while case No. 900109 was still pending on November 6, 1967, Stafford filed the present Case No. 920953 involving substantially the same parties and same subject matter. Subsequently, after the court made an order suspending proceedings in case No. 920953 because of a prior action pending, Stafford dismissed Case No. 900109.

On March 25, 1967, N.A.A. paid off the first trust deed on the property and became the owner free and clear by the recording of a reconveyance. On November 13, 1967 N.A.A. conveyed the property to respondents J. A. Brown, H. J. Brown and V. E. Bovee and took back a note and trust deed for the balance of the purchase price.